

UNITED STATES DISTRICT COURT
for the
DISTRICT OF MASSACHUSETTS

ADMIRAL METALS SERVICENTER CO.,
INC.

Plaintiff,

v.

CIVIL ACTION
NO.: 04 12204 JLT

FEUZ MANUFACTURING, INC. and
GARY A. FEUZ, individually,
Defendants,

v.

GENERAL ELECTRIC COMPANY and
EMPIRE RECYCLING OPERATIONS,
INC.,

Reach and Apply Defendants.

ORDER OF DISMISSAL UPON
SETTLEMENT STIPULATION

WHEREAS, the above-referenced action is pending ("Action") and

WHEREAS, the parties have agreed to settle and discontinue the Action
including, but not limited to, any and all claims and counterclaims with prejudice, and

WHEREAS, the parties desire to reduce to writing the terms and conditions of
said settlement and seek the Court's approval hereof;

NOW THEREFORE, in consideration for the mutual promises and other good
and valuable consideration, the receipt and sufficiency of which is acknowledged, it is
stipulated and agreed as follows:

1. Empire Recycling Operations, Inc. ("Empire") shall pay Fifty Thousand
and no/100 Dollars (\$50,000.00) to Admiral Metals Servicer Co., Inc. ("Admiral").

2. Empire shall pay Eight Thousand Eight Hundred Forty and 60/100 Dollars (\$8,840.60) to Feuz Manufacturing, Inc. ("Feuz").

3. Hussey Copper, Ltd. ("Hussey") shall pay Fifteen Thousand and no/100 Dollars (\$15,000.00) to Feuz.

4. Admiral, Empire, Feuz, Gary A. Feuz and Hussey shall execute releases in the form attached hereto.

5. Upon completion of the terms herein the parties agree to have the Action dismissed with prejudice.

EMPIRE RECYCLING OPERATIONS, INC.

FEUZ MANUFACTURING, INC.

By: _____

By: *Gary A. Feuz*

Its: _____

Its: PRESIDENT

ADMIRAL METALS SERVICENTER CO., INC.

HUSSEY COPPER, LTD.

By: *David C. Schur*

By: _____

Its: Corporate Credit Manager

Its: _____

*Howard S. Polman, Attorney for
Adm. Co.*

Gary A. Feuz
GARY A. FEUZ

SO ORDERED,

Dated: _____

U.S.D.J.

2. Empire shall pay Eight Thousand Eight Hundred Forty and 60/100 Dollars (\$8,840.60) to Feuz Manufacturing, Inc. ("Feuz").

3. Hussey Copper, Ltd. ("Hussey") shall pay Fifteen Thousand and no/100 Dollars (\$15,000.00) to Feuz.

4. Admiral, Empire, Feuz, Gary A. Feuz and Hussey shall execute releases in the form attached hereto.

5. Upon completion of the terms herein the parties agree to have the Action dismissed with prejudice.

EMPIRE RECYCLING CORPORATION,
erroneously designated as
EMPIRE RECYCLING OPERATIONS, INC.

FEUZ MANUFACTURING, INC.

By: [Signature]

By: _____

Its: PRESIDENT

Its: _____

ADMIRAL METALS SERVICENTER CO., INC. HUSSEY COPPER, LTD.

By: David C. Schur

By: _____

Its: Corporate Credit Manager

Its: _____

Howard S. Solomon, Attorney
ADAM-577

GARY A. FEUZ

SO ORDERED,

Dated: _____

U.S.D.J.

2. Empire shall pay Eight Thousand Eight Hundred Forty and 60/100 Dollars (\$8,840.60) to Feuz Manufacturing, Inc. ("Feuz").

3. Hussey Copper, Ltd. ("Hussey") shall pay Fifteen Thousand and no/100 Dollars (\$15,000.00) to Feuz.

4. Admiral, Empire, Feuz, Gary A. Feuz and Hussey shall execute releases in the form attached hereto.

5. Upon completion of the terms herein the parties agree to have the Action dismissed with prejudice.

EMPIRE RECYCLING OPERATIONS, INC.

FEUZ MANUFACTURING, INC.

By: _____

By: _____

Its: _____

Its: _____

ADMIRAL METALS SERVICENTER CO., INC.

HUSSEY COPPER, LTD.
By Hussey Copper Corp
ITS GENERAL

By: Daniel C Schuss

By: Roy D. Allen

Its: Corporate Credit Manager
Howard S. Polman, Attorney

Its: POES CEO

GARY A. FEUZ

SO ORDERED,

Dated: _____

U.S.D.J.